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U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY: _____

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Attorneys for Plaintiff NML Capital, Ltd.

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

NML CAPITAL, LTD.,

Plaintiff,

vs.

SPACE EXPLORATION
TECHNOLOGIES CORP., aka
SPACEX, a Delaware corporation; THE
REPUBLIC OF ARGENTINA, a
foreign state, including its *COMISIÓN*
NACIONAL DE ACTIVIDADES
ESPACIALES, aka CONAE, a political
subdivision of the Argentine State; and
DOES 1-10,

Defendants.

CASE NO.

COMPLAINT FOR CREDITOR'S
SUIT

CV 14-02262 - SVW (Ex)

COPY

1 Plaintiff NML Capital, Ltd. (“NML”), for its complaint herein, alleges as
2 follows:

3 **NATURE OF THE ACTION**

4 1. NML is a judgment creditor of Defendant the Republic of Argentina
5 (“Argentina”), against which it holds final and non-appealable judgments issued by
6 a Federal Court in New York totaling, with interest through March 24, 2014, more
7 than \$1.7 billion. The judgments arise out of Argentina’s default on billions of
8 dollars of bonds which it issued to the public and then repudiated.

9 2. Argentina has not paid the judgments, and has done everything in its
10 power to obstruct NML’s efforts to enforce them. As the United States Court of
11 Appeals for the Second Circuit recently stated: “Argentina will simply refuse to pay
12 any judgments.” *NML Capital, Ltd. v. Republic of Argentina*, 699 F.3d 246, 262
13 (2d Cir. 2012). Indeed, that Court subsequently noted: “Argentina’s officials have
14 publicly and repeatedly announced their intention to defy any rulings of this Court
15 and the district court with which they disagree.” *NML Capital, Ltd. v. Republic of*
16 *Argentina*, 727 F.3d 230, 238 (2d Cir. 2013).

17 3. Accordingly, NML brings this creditor’s suit pursuant to Rule 69 of the
18 Federal Rules of Civil Procedure and Section 708.210 *et seq.* of the California Code
19 of Civil Procedure, to enforce two of the judgments that have been registered in this
20 District by executing against property of Argentina used for commercial activity in
21 this District, namely, Argentina’s valuable contractual rights under its launch
22 services contracts (the “Launch Services Contracts”) with Los Angeles County-
23 based defendant Space Exploration Technologies Corp., aka SpaceX (“SpaceX”),
24 and any related property of Argentina in the United States that is also being used for
25 a commercial activity in the United States (collectively, “the Property”).

26 4. By serving this complaint on SpaceX pursuant to C.C.P. § 708.210, *et*
27 *seq.*, NML seeks to execute on the Property, have it sold, and apply the proceeds
28 towards the satisfaction of the Judgments (as defined below). In connection with

1 these efforts, NML may request the appointment of a receiver, as well as injunctive
 2 and/or other equitable relief, in order to maximize the value of the Property and to
 3 apply the proceeds of the sale of the Property to the Judgments in an orderly
 4 manner.

5 THE PARTIES

6 5. NML is a limited liability corporation organized under the laws of the
 7 Cayman Islands with its registered office at Huntlaw Corporate Services, the
 8 Huntlaw Building, 75 Fort Street, P.O. Box 1350, Grand Cayman, Cayman Islands.
 9 NML is managed by Elliott Management Corp., a New York-based hedge fund that
 10 manages money for a wide range of institutional investors, including university
 11 endowments, foundations and pension funds.

12 6. Defendant SpaceX is a Delaware corporation with a principal place of
 13 business at 1 Rocket Road, Hawthorne, California 90250. It is in the business of
 14 providing satellite launch services pursuant to contractual arrangements with its
 15 customers in exchange for a fee.

16 7. Defendant Argentina is a foreign state as defined under 28 U.S.C.
 17 § 1603(a). Under the Foreign Sovereign Immunities Act (“FSIA”) political
 18 subdivisions are integral parts of the state itself. The *Comisión Nacional de*
 19 *Actividades Espaciales* (“CONAE”) (the English translation of which is National
 20 Space Activities Commission), is the Argentine political subdivision through which
 21 Argentina has contracted with SpaceX for at least two satellite launches on
 22 SpaceX’s Falcon 9 launch vehicle (the “Launch Services Contracts” or the
 23 “Contracts”). NML is informed and believes and alleges thereon that such launches
 24 are currently scheduled for 2015 and 2016.

25 8. The true names and capacities, whether individual, corporate, associate
 26 or otherwise, of defendants Does 1 through 10, inclusive, and each of them, are not
 27 known to NML at this time. NML alleges on information and belief that such
 28 defendants may have legal, possessory and/or other interests in the Property,

1 including in the Launch Services Contracts. Plaintiff will amend this complaint to
 2 set forth the true names and capacities of such defendants when they have been
 3 ascertained.

4 **JURISDICTION AND VENUE**

5 9. Original federal subject matter jurisdiction over this action exists
 6 pursuant to 28 U.S.C. § 1330(a) because this is an action against a foreign state with
 7 respect to which the foreign state is not entitled to immunity under either the FSIA,
 8 28 U.S.C. §§ 1605 *et seq.*, or under any applicable international agreement, as set
 9 forth in greater detail at paragraphs 15-26 below. This Court has supplemental
 10 jurisdiction over the claims asserted herein against all defendants other than
 11 Argentina, pursuant to 28 U.S.C. § 1367(a), because such claims are related to those
 12 asserted against Argentina.

13 10. Venue is proper in this judicial district pursuant to 28 U.S.C.
 14 §1391(b)(2) because the Property is located in this District.

15 **NML'S MONEY JUDGMENTS AGAINST ARGENTINA**

16 11. NML has brought eleven actions against Argentina seeking money
 17 judgments based upon Argentina's default on its bonds. As of the filing of this
 18 complaint, final judgments for which no appeals are pending have been entered in
 19 five of those actions. Two of the judgments are the subject of this action. To wit:

20 12. On December 18, 2006, NML was awarded a money judgment in Case
 21 No. 03 Civ. 8845 (TPG) (S.D.N.Y.) in the amount of \$284,184,632.30 (the "8845
 22 Judgment"). A true and correct copy of the Judgment is attached as Exhibit A. As
 23 of March 24, 2014, the 8845 Judgment had accrued post-judgment interest in the
 24 amount of \$117,608,603.34, bringing the principal and interest on the 8845
 25 Judgment to \$401,793,235.64, plus per diem interest of \$53,789.47 after March 24,
 26 2014. The 8845 Judgment was registered in this District pursuant to 28 U.S.C.
 27 § 1963 on May 5, 2011 and assigned Case No. 13-MC-193, reassigned as
 28 11-CV-3970-SJO (RZx).

1 13. On June 15, 2009, NML was awarded a money judgment in Case
 2 No. 06 Civ. 6466 (TPG) (S.D.N.Y.) in the amount of \$533,378,361 (the “6466
 3 Judgment” and together with the 8845 Judgment, the “Judgments”). A true and
 4 correct copy of the 6466 Judgment is attached as Exhibit B. As of March 24, 2014,
 5 the 6466 Judgment had accrued post-judgment interest in the amount of
 6 \$12,692,638.77, bringing the principal and interest on the 6466 Judgment to
 7 \$546,070,999.77, plus per diem interest of \$7,301.80 after March 24, 2014. The
 8 6466 Judgment is being registered in this District concurrently with the filing of this
 9 complaint.

10 14. NML has been awarded three other judgments, which when combined
 11 with the 8845 Judgment and the 6466 Judgment at issue in this action and interest
 12 due as of March 24, 2014, total over \$1.7 billion. Argentina refuses voluntarily to
 13 pay any portion of these judgments.

14 **THE FSIA AUTHORIZES THIS ACTION TO LEVY**
 15 **AGAINST THE PROPERTY**

16 15. This action is authorized by the FSIA, 28 U.S.C. §§ 1602-1610.

17 16. Pursuant to § 1605(a)(1) of the FSIA, an action can be brought against
 18 a foreign state if the foreign state has waived its immunity. In this case, Argentina
 19 has waived such immunity, including in Section 22 of the October 19, 1994 Fiscal
 20 Agency Agreement (“FAA”) that governs the Argentine bonds on which NML’s
 21 Judgments are based. Specifically, in the FAA, Argentina “irrevocably waive[d]
 22 and agree[d] not to plead any immunity from the jurisdiction of any [] court to
 23 which it might otherwise be entitled” in connection with any action to enforce a
 24 judgment based on the bonds – including this action. The terms and conditions of
 25 these bonds extend this waiver to any action to enforce such a judgment against any
 26 of Argentina’s “revenues, assets or properties.”

27 17. Further, under the FSIA, CONAE is part of the Argentine state, such
 28 that a judgment against Argentina is a judgment against CONAE.

1 18. Under the FSIA, as interpreted by the courts, a distinction is made
 2 between entities that are “agencies and instrumentalities” of a foreign state, on the
 3 one hand, and political subdivisions of the foreign state, on the other hand. As
 4 articulated by the United States Court of Appeals for the Second Circuit, the
 5 determination of whether an entity is an “agency and instrumentality” of a foreign
 6 state or, instead, is a political subdivision of that state, depends on whether the “core
 7 function” of the entity is commercial or governmental. If the entity’s core
 8 functions are commercial, then it is an “agency or instrumentality” of the state for
 9 purposes of the FSIA. But if its core functions are governmental, then it is a
 10 political subdivision of the state, and not an “agency or instrumentality” under the
 11 FSIA. *See Garb v. Republic of Poland*, 440 F.3d 579, 594-95 (2d Cir. 2006)
 12 (adopting and applying the “core function” test and holding that the Ministry of the
 13 Treasury of Poland was a political subdivision and not an “agency or
 14 instrumentality” of the Republic of Poland because its “core function” is
 15 governmental rather than commercial); *see also Transaero, Inc. v. La Fuerza Aerea*
 16 *Boliviana*, 30 F.3d 148, 151-53 (D.C. Cir. 1994) (adopting the “core function” test);
 17 *Ministry of Defense & Support for the Armed Forces of the Islamic Republic of Iran*
 18 *v. Cubic Defense Systems, Inc.*, 495 F.3d 1024, 1035 (9th Cir. 2007) (same),
 19 *reversed on other grounds, Ministry of Defense & Support for the Armed Forces of*
 20 *the Islamic Republic of Iran v. Elahi*, 556 U.S. 366 (2009).

21 19. The core functions of CONAE are governmental. As a result, it is a
 22 political subdivision of Argentina and the Judgments are judgments not only against
 23 Argentina, but also against CONAE.

24 20. CONAE was established in 1991 by Argentine National Decree 995/91
 25 (“Decree 995/91”). A true and correct copy of a certified translation of Decree
 26 995/91 is annexed hereto as Exhibit C. The decree declared that the “advance of
 27 space science and technology are of great interest for the National State, because of
 28 the numerous public-policy derivations created by their practical applications.”

1 The decree further stated that CONAE is a “national authority” “established to
2 centralize, organize, manage, and execute an overall space policy” because “[t]he
3 technical complexity of space activities makes essential an appropriate organization
4 and coordination of all national entities, both private and public, related to said
5 activities, to prevent scattering and overlapping of efforts.” The CONAE website,
6 www.conae.gov.ar, has an Argentine government domain name and describes
7 CONAE as a “specialized agency of the Argentine State” with a mission “to plan,
8 execute and evaluate a **National Space Program** for peaceful use of space science
9 and technology.” (<http://www.conae.gov.ar/index.php/en/institutional/about-conae>
10 (emphasis in original)).

11 21. CONAE has two functions under Argentine law: (a) proposing a
12 National Space Program, which it did in 1994, and (b) centralizing, organizing,
13 managing, and executing the National Space Program. CONAE also has a number
14 of duties, such as channeling the transfer of space technology; coordinating all
15 activities of the National Space Program, including all public and private
16 institutions; promoting and developing agreements for cooperation with public and
17 private entities of other countries; and executing and contributing to the complete
18 development of national space projects.

19 22. CONAE also is charged with implementing at least two treaties to
20 which Argentina is a party: the Convention on the Registration of Objects Launched
21 into Outer Space, and the Basic Agreement for Cooperation in Peaceful
22 Applications of Space Science and Technology, by and between the Government of
23 the Argentine Republic and the Government of the Federative Republic of Brazil.

24 23. CONAE does not have financial independence and is funded annually
25 by the Argentine National Congress. Decree 995/91, Article 6 provides, in
26 translation:
27
28

1 The resources of [CONAE] are as follows:

2 (a) The items assigned to it in the national budget, parliamentary approval
3 for which shall be managed by the Executive Branch in conformity with the
4 following procedure:

5 (I) Before each fiscal year, the Commission shall
6 prepare an annual program containing a detailed analysis
7 of all the projects scheduled for that period, together with
8 an annual report of its activities;

9 (II) The application for approval of the budget items
10 shall be formulated with respect to each individual project
11 in particular and the annual program in general.

12 24. CONAE is also under the direct control of the Argentine government.
13 Eight of the nine members of its Board of Directors are governmental appointments.
14 The Minister of Foreign Trade, International Relations and Religion is the
15 Chairperson. The Secretary of Foreign Relations is the Vice-Chairperson and six
16 members of the Board are selected by the Argentine president. Decree 995/91,
17 Article 5. “The Chairperson must present to the President of the Nation an annual
18 report on the activities performed by the agency.” *Id.*

19 25. Because CONAE’s core functions are governmental in nature, CONAE
20 is an integral part of the Argentine state – a political subdivision in FSIA parlance –
21 and liable for the Judgments.

22 26. Under 28 U.S.C. § 1610, CONAE’s property in the United States used
23 for a commercial activity in the United States is not immune and is available for the
24 satisfaction of Argentina’s debts.

THE ARGENTINE LAUNCH SERVICES CONTRACTS
AND RELATED PROPERTY ARE SUBJECT TO
EXECUTION TO SATISFY NML'S JUDGMENTS

27. When a foreign state has waived sovereign immunity, as Argentina has done here, the FSIA provides that “[t]he property in the United States of [that] foreign state . . . used for a commercial activity in the United States, shall not be immune from . . . execution, upon a judgment entered by a court of the United States . . . if the foreign state has waived its immunity . . . from execution either explicitly or by implication . . .” (28 U.S.C. § 1610(a)(1)).

28. In determining whether the property of a foreign state is used for a “commercial activity,” the FSIA provides that “[t]he commercial character of an activity shall be determined by reference to the nature of the course of conduct or particular transaction or act, *rather than by reference to its purpose.*” (28 U.S.C. § 1603(d) (emphasis added)).

29. The Property, which includes CONAE’s valuable rights under the Launch Services Contracts with SpaceX, falls squarely within Section 1610(a) of the FSIA.

30. Through CONAE, Argentina has acquired rights of a commercial nature by contracting with SpaceX for at least two satellite launches aboard SpaceX Falcon 9 launch vehicles. According to the launch manifest maintained on SpaceX’s website, Argentina contracted for two Falcon 9 launches from SpaceX’s launch facility at Vandenberg Air Force Base in 2014 and 2015. (*See* www.spacex.com/missions, attached as Exhibit D). According to the October 2013 edition of *Aerospace America*, those launch dates have now moved to 2015 and 2016. (*Aerospace America*, October 2013, attached hereto as Exhibit E, at page 15).

1 31. NML is informed and believes, and alleges thereon, that CONAE has
2 made substantial payments to SpaceX under the Launch Services Contracts and is
3 not in default thereunder.

4 32. CONAE's purchase of private launch services from SpaceX, as well as
5 the launch services to be provided to CONAE by SpaceX, are plainly "commercial
6 activity" within the meaning of the FSIA. As SpaceX has stated, it is in the
7 business of providing private, commercial space transport. It is the commercial
8 nature of those launch services and the commercial negotiation of them by CONAE
9 that governs under the FSIA, not the purpose for which Argentina will use those
10 launch services. The following statement from a recent press release explains the
11 commercial nature of the launch services offered by SpaceX: "SpaceX has nearly 50
12 launches on manifest, of which over 60% are for commercial customers."¹

13 33. Private companies such as Thaicom, ORBCOMM, Iridium and
14 Bigelow Aerospace have contracted with SpaceX for commercial launch services,
15 just as Argentina has done. By entering into the Launch Services Contracts,
16 Argentina has acquired Property in the United States and is thereby engaging in a
17 commercial activity for purposes of the FSIA. *Republic of Argentina v. Weltover,*
18 *Inc.*, 504 U.S. 607, 614-15 (1992) ("a contract [to which a sovereign is a party] to
19 buy army boots or even bullets is a 'commercial' activity, because private
20 companies can similarly use sales contracts to acquire goods."). Because the nature
21 of the Launch Services Contracts is commercial, any Property of Argentina in the
22 United States that it acquired or maintains in connection with those contracts is used
23 for commercial activity in the United States.

24 34. Because Argentina has waived sovereign immunity, and because the
25 Launch Services Contracts are used for a commercial activity in the United States,
26

27 _____
28 ¹ Available at <http://www.spacex.com/press/2013/12/03/spacex-successfully-completes-first-mission-geostationary-transfer-orbit>.

1 Argentina's property interest in the Property may be executed upon in satisfaction of
2 NML's Judgments.

3 **CLAIM FOR RELIEF**

4 **(Against All Defendants for Application of the**
5 **Launch Services Contracts to NML's Judgments)**

6 35. NML repeats and realleges each and every allegation of Paragraphs 1 to
7 34 of this complaint as set forth herein.

8 36. As a political subdivision of Argentina, CONAE is liable for judgments
9 entered against Argentina, including NML's Judgments.

10 37. Argentina's rights in the Launch Services Contracts are property owned
11 by CONAE within this District and subject to a creditor's suit under the FSIA. Any
12 related Property of Argentina that is in the possession or control of defendants and
13 located in this District is subject to a creditor's suit under the FSIA.

14 38. Therefore, pursuant to Rule 69 of the Federal Rules of Civil Procedure,
15 Section 708.210 *et seq.* of the California Code of Civil Procedure, and 28 U.S.C.
16 § 1610, NML is entitled to an order applying the Property, including the Launch
17 Services Contracts, to the satisfaction of NML's Judgments.

18 39. Given the nature of the Property, including the Launch Services
19 Contracts, and in light of the interests of both NML and Argentina, the appointment
20 of a receiver may be a reasonable method to effect the fair and orderly application of
21 the proceeds of the sale of the Property to the satisfaction of the Judgments, and
22 NML therefore may seek the appointment of a receiver pursuant to C.C.P. § 708.620
23 for the purpose of marshalling, maintaining, selling or otherwise monetizing the
24 Property, including the Launch Services Contracts, and applying the cash to the
25 satisfaction of NML's Judgments.

26 40. Should defendants threaten to take any action, or fail to take any action,
27 that would jeopardize Argentina's property interest in the Property, NML would
28 suffer irreparable harm for which money damages would be inadequate. In such

1 event, NML will seek and be entitled to a temporary restraining order, preliminary
2 injunction and permanent injunction enjoining defendants from jeopardizing such
3 property interest.

4 WHEREFORE, for its prayer for relief, NML seeks:

5 1. A judgment applying the Property, including the Argentine Launch
6 Services Contracts, to the satisfaction of NML's Judgments against Argentina;

7 2. If and when requested by NML, the appointment of a receiver pursuant
8 to C.C.P. § 708.620 for the purpose of marshalling, maintaining, selling or otherwise
9 monetizing the Launch Services Contracts in satisfaction of NML's Judgments;

10 3. If and when requested by NML, a temporary restraining order,
11 preliminary injunction and permanent injunction enjoining defendants from
12 jeopardizing Argentina's property interest in the Property, including the Launch
13 Services Contracts;

14 4. Attorneys' fees and costs; and
15

16 DATED: March 24, 2014

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

Harold A. Barza

Bruce E. Van Dalsem

Matthew S. Hosen

21 By



22 Harold A. Barza
23

24 DECHERT LLP

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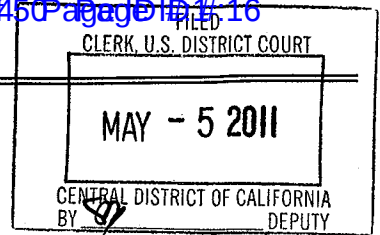
27 Facsimile: (212) 698-3599

28 Attorneys for Plaintiff NML Capital, Ltd.

EXHIBIT A

AO 451 (Rev. 01/09) Clerk's Certification of a Judgment to be Registered in Another District

UNITED STATES DISTRICT COURT
for the
Southern District of New York



NML CAPITAL, LTD

Plaintiff

v.

THE REPUBLIC OF ARGENTINA

Defendant

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11-mc-193

Civil Action No. ~~03 Civ. 8845 (TPG)~~**CLERK'S CERTIFICATION OF A JUDGMENT TO BE REGISTERED IN ANOTHER DISTRICT**I certify that the attached judgment is a copy of a judgment entered by this court on (date) 12/18/2006.

I also certify that, as appears from this court's records, no motion listed in Fed. R. App. P. 4(a)(4)(A) is pending before this court and that no appeal has been filed or, if one was filed, that it is no longer pending.

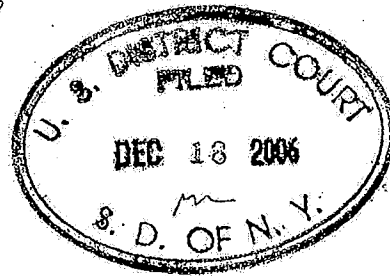
Date: 04/12/2011

CLERK OF COURT

Signature of Clerk or Deputy Clerk

4/12/11
DL

#86



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

NML CAPITAL, LTD.,

Plaintiff,

-against-

THE REPUBLIC OF ARGENTINA,

Defendant.

11-mc-193
03 Civ. 8845 (TPG)

JUDGMENT

06,2728

Plaintiff NML Capital, Ltd., having moved this court for summary judgment and the matter having come before the Honorable Thomas P. Griesa, United States District Court, and the Court, in its Opinion dated May 11, 2006, having granted summary judgment to plaintiff and directed that judgment be entered for the principal amount of the bonds described below, plus accrued interest,

NOW, it is hereby

ORDERED, ADJUDGED AND DECREED that plaintiff shall recover from defendant The Republic of Argentina ("Argentina") \$284,184,632.30, calculated as follows:

1. With respect to the 10.25% Global Bonds due July 21, 2030, CUSIP No. 040114GBO, plaintiff shall recover from Argentina \$180,652,105.58, comprised of: (i) \$111,909,000.00 (unpaid principal amount of the bonds; (ii) \$60,157,304.74 (unpaid interest on the principal amount of the bonds, at the contract rate of 10.25%); and (iii) \$8,585,800.84 (interest on the unpaid interest, calculated at the statutory rate of 9%).

2. With respect to the 12% Global Bonds due February 1, 2020, CUSIP No. 040114FB1, plaintiff shall recover from Argentina \$103,532,526.72, comprised of: (i) \$60,244,000.00 (unpaid principal amount of the bonds); (ii) \$37,913,557.04 (unpaid interest on the principal amount of the bonds, at the contract rate of 12%); (iii) \$5,374,969.68 (interest on the unpaid interest, calculated at the statutory rate of 9%).

It is further **ORDERED** that, until further notice from the Court, plaintiff must refrain from selling or otherwise transferring the bonds involved in this action, without advising the Court in advance and obtaining the permission of the Court.

Dated: New York, New York
December 18, 2006

ENTER

Thomas P. Griesa

United States District Judge

Samuel M. McRae

Clerk of the Court

By:

Deputy Clerk

THIS DOCUMENT WAS ENTERED
ON THE DOCKET ON 12/18/06

A CERTIFIED COPY
RUBY J. KRAJICK, CLERK

BY

Deputy Clerk

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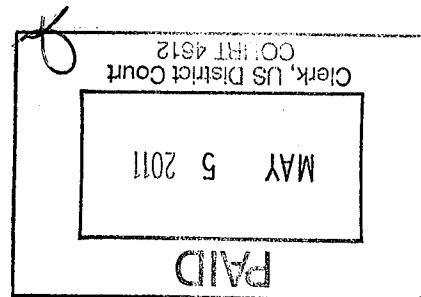


EXHIBIT B

AO 451 (Rev. 01/09) Clerk's Certification of a Judgment to be Registered in Another District

UNITED STATES DISTRICT COURT

for the
Southern District of New York

NML CAPITAL, Ltd.

Plaintiff

v.

The Republic of Argentina, et al.

Defendant

Civil Action No. 1:06-cv-06466-TPG

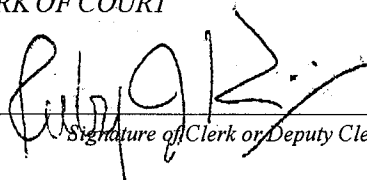
CLERK'S CERTIFICATION OF A JUDGMENT TO BE REGISTERED IN ANOTHER DISTRICT

I certify that the attached judgment is a copy of a judgment entered by this court on (date) 06/15/2009.

I also certify that, as appears from this court's records, no motion listed in Fed. R. App. P. 4(a)(4)(A) is pending before this court and that no appeal has been filed or, if one was filed, that it is no longer pending.

Date: December 20, 2013

CLERK OF COURT



Signature of Clerk or Deputy Clerk

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X

NML CAPITAL, LTD.,

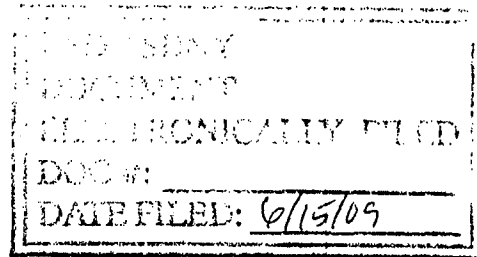
Plaintiff,

-against-

THE REPUBLIC OF ARGENTINA,

Defendant.

----- X



06 Civ. 6466 (TPG)

AMENDED JUDGMENT

Plaintiff NML Capital, Ltd. ("NML"), having moved this court for summary judgment, and the matter having come before the Honorable Thomas P. Griesa, United States District Court, and the Court, in its Order dated March 28, 2008, having granted summary judgment to NML and directed that judgment be entered for the principal amount of the Floating Rate Accrual Notes ("FRANs") at issue in this action, as described below, plus accrued interest, and the Court, in its Opinion dated March 18, 2009, having granted NML's motion for partial summary judgment as to the amount of interest owed on the FRANs at issue in this action, and for entry of judgment,

NOW, it is hereby

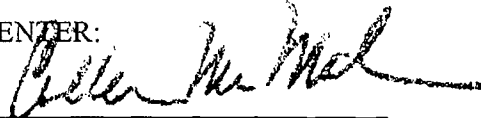
ORDERED, ADJUDGED AND DECREED that NML shall recover from defendant The Republic of Argentina the amount of \$533,378,361, which comprises: (i) \$54,850,000 (the unpaid principal amount of NML's holding of FRANs at issue in this action); (ii) \$370,123,536 (accrued and unpaid contractual interest as of May 22, 2009, on the principal amount of NML's holding of the FRANs at issue in this action, excluding statutory interest on

unpaid contractual interest); (iii) \$105,993,485 (statutory interest as of May 22, 2009 calculated at a rate of 9% per annum on accrued and unpaid contractual interest); and (iv) an additional \$241,134.00 for each of the ten calendar days following May 22, 2009 up to and including June 1, 2009, the date on which the original version of this judgment was entered on the docket of the District Court.

It is further **ORDERED** that, until further notice from the Court, NML must refrain from selling or otherwise transferring the FRANs at issue in this action, without advising the Court in advance and obtaining the permission of the Court.

Dated: New York, New York
June 12, 2009

ENTER:



United States District Judge
Part I

Clerk of the Court

By: _____
Deputy Clerk


A CERTIFIED COPY
RUBY J. KRAJICK, CLERK
BY  Deputy Clerk

EXHIBIT C

NATIONAL DECREE 995/1991

ESTABLISHMENT OF THE NATIONAL SPACE ACTIVITIES COMMISSION

BUENOS AIRES, 28 May 1991

BOLETIN OFICIAL, 03 June 1991

In general force and effect

ACTIVE EFFECT

ABROGATES National Decree 1.164/60

BY ART. 8 (*B.O.* 03 June 1991)

PASSIVE EFFECT

AMENDED BY National Decree 1.435/91 Art. 1

AMENDS SUB-PARAGRAPH A) OF ART. 5 (*B.O.* 05 August 1991)

AMENDED BY National Decree 2.239/91 Art. 1

RECTIFIES ART. 8 (*B.O.* 04 November 1991)

NOTED BY Text Established Law 11.672 Art. 32

RATIFIES DECREE (*B.O.* 22 July 1996)

AMENDED BY National Decree 1.615/99 Art. 15

REPLACES ART. 5 (*B.O.* 21 December 1999)

Amended by National Decree 157/03 Art. 1

SUB-PARA. A) ART. 5 SUBST. (*B.O.* 31 January 2003)

GENERALITIES

Summary:

ESTABLISHMENT OF THE NATIONAL SPACE ACTIVITIES COMMISSION.

ESTABLISHMENT OF ITS DUTIES.

RELATED NOTES: Decrees 995/91 and 1435/19 are ratified by Art. 32 of Law 11.672.

PRIOR HISTORY: ART. 5 REPLACED BY ART. 1 OF DECREE 1662/90 (*B.O.* 15 January 1997)

SUBJECT

SCIENCE AND TECHNOLOGY – NATIONAL SPACE ACTIVITIES COMMISSION:

ESTABLISHMENT: DUTIES – NATIONAL SPACE PLAN

WHEREAS

The advance of space science and technology are of great interest for the National State, because of the numerous public-policy derivations created by their practical applications;

Our country preserves its right to technological and scientific development for peaceful purposes;

The experience achieved by our country in the space field has to be exploited;

The technical complexity of space activities makes essential an appropriate organization and coordination of all national entities, both private and public, related to said activities, to prevent scattering and overlapping of efforts;

A national authority has to be established to centralize, organize, manage, and execute an overall space policy;

The ARGENTINE REPUBLIC rejects any and all offensive military use of space activities, and acknowledges its intention to work in this field with a strong sense of peace, responsibility, and transparency;

It is appropriate to increase the participation of the National Congress in the scheduling and control of national space policy,

THE PRESIDENT OF THE ARGENTINE NATION
DECREES:

Article 1:

Art. 1. The COMISION NACIONAL DE ACTIVIDADES ESPACIALES (CONAE) [National Space Activities Commission] is established, with power to act publicly and privately in the scientific, technical, industrial, commercial, management, and financial fields, with full management and financial independence, reporting directly and exclusively to the President of the Nation.

Article 2:

Art. 2. The NATIONAL SPACE ACTIVITIES COMMISSION is the only National Government agency competent to undertake, design, execute, control, manage and administer space projects and undertakings, and it has the following functions:

- a) Propose the National Space Plan for the Use and Exploitation of Space Science and Technology for peaceful purposes, as well as its financing mechanism, which must be approved by the NATIONAL EXECUTIVE BRANCH;
- b) Centralize, organize, manage, and execute the National Space Plan.

Article 3:

Art. 3. The duties of the NATIONAL SPACE ACTIVITIES COMMISSION are:

- a) Perform research activities leading to the formation of groups having the knowledge and technology necessary in order to access space technology and its applications;
- b) Engage in development of advanced engineering, in the fields necessary in order to achieve an appropriate national space technology;
- c) Execute and contribute to complete development of national space projects;
- d) Provide initial and continuing training of researchers, professionals, technicians, and appropriate personnel, by means of courses, scholarships, and interaction with universities, government agencies, and other institutions in the country or in other countries;
- e) Channel the transfer of space technology to government entities and especially, under license, to the private sector, for use in agronomy, cartography, mining prospection, meteorology,

geology, environment protection, medicine, communications, defense, industry, and other areas, providing technical assistance to achieve the quality guidelines established;

- f) Enter into agreements with other domestic private entities or agencies, for the purpose of transferring or cooperating in the development of space activities;
- g) Provide technical assistance to the National Government for participation in conferences, conventions, seminars, meetings, and international agencies engaged in space matters;
- h) Coordinate all activities of the National Space System, including all public and private institutions directly or indirectly engaged in space activities;
- i) Obtain the financial resources necessary for performance of its activities;
- j) Promote and develop agreements for cooperation with public and private entities of other countries, in conformity with the foreign policy of the republic and with proper intervention by the MINISTRY OF FOREIGN RELATIONS AND RELIGION.

Article 4:

Art. 4. Without prejudice of the provisions of the preceding articles, CONAE, acting with public and private capacity, may:

- a) Appoint and remove scientific, technical, and administrative personnel, temporarily or permanently;
- b) Issue its internal regulations and establish its organic structure;
- c) Enter into agreements with public or private entities, and sign the contracts necessary for the achievement of its goals;
- d) Engage in acts of trade, consequent upon the contracts it signs, inherent in the purposes established in this decree;
- e) Perform all the legal acts necessary for its normal operation;
- f) Propose a system for control of any transfer outside the country of space technology and equipment and for control of weapons, in conformity with the non-proliferation criteria and parameters; said system requires prior authorization by a commission to be established and consisting of the MINISTRIES OF DEFENSE, ECONOMY AND LABOR AND PUBLIC SERVICES and FOREIGN RELATIONS AND RELIGION.

Article 5:

*Art. 5. THE NATIONAL SPACE ACTIVITIES COMMISSION (CONAE) shall have the following organic structure:

- a) A Board of Directors composed of NINE (9) members: EIGHT (8) political members and ONE (1) executive/technical member. The Board shall be composed as follows:

Political members:

-A Chairperson. The position of Chairperson shall be held by the Minister of Foreign Relations, International Trade, and Religion.

The Chairperson must present to the President of the Nation an annual report on the activities performed by the agency;

-A Vice-Chairperson. The position of Vice-Chairperson shall be held by the Secretary of Foreign Relations of the MINISTRY OF FOREIGN RELATIONS, INTERNATIONAL TRADE, AND RELIGION;

-A representative, appointed by the NATIONAL EXECUTIVE BRANCH upon proposal by each of the following areas of the National Public Administration:

MINISTRY OF FOREIGN RELATIONS, INTERNAL TRADE, AND RELIGION

MINISTRY OF EDUCATION, SCIENCE, AND TECHNOLOGY

MINISTRY OF DEFENSE

MINISTRY OF ECONOMY

DEPARTMENT OF SCIENCE, TECHNOLOGY, AND PRODUCTION INNOVATION of the

MINISTRY OF EDUCATION, SCIENCE, AND TECHNOLOGY;

DEPARTMENT OF COMMUNICATIONS of the MINISTRY OF ECONOMY

These officials shall remain in their positions for FOUR (4) years. The political members of the Board shall receive only the agency expenses resulting from application of Decree N 411 of 06 March 1992.

Executive/technical member:

A permanent plan professional who shall be appointed by the Board members to perform the duties of Executive and Technical Manager.

The Executive and Technical Manager may be removed for serious cause. While in the position, he shall receive a total gross compensation at the maximum scale level of the Agency.

b) Same as in Decree 1662/96

c) Same as in Decree 1662/96

d) Same as in Decree 1662/96

Normative references: National Decree 1.662/96

Article 6:

Art. 6. The resources of the NATIONAL SPACE ACTIVITIES COMMISSION are as follows:

a) The items assigned to it in the national budget, parliamentary approval for which shall be managed by the Executive Branch in conformity with the following procedure:

I) Before each fiscal year, the Commission shall prepare an annual program containing a detailed analysis of all the projects scheduled for that period, together with an annual report of its activities;

II) The application for approval of the budget items shall be formulated with respect to each individual project in particular and the annual program in general;

b) Income from the economic and commercial exploitation of patents, license, consulting, providing of services, and any other income originating in the activity that it performs;

c) Funds originating in or assigned to it pursuant to special laws;

d) Income from performance of research and studies;

e) Gifts and bequests.

Article 7:

Art. 7. The assets of the NATIONAL SPACE ACTIVITIES COMMISSION shall be composed of the following:

- a) The properties and installations of the Comisión Nacional de Investigaciones Espaciales (CNIE) [National Space Research Commission] located at Avenida Dorrego 4010 in the Federal Capital; the Falda del Carmen industrial facility in the Province of Córdoba; and the San Miguel Space Research Laboratory in the Province of Buenos Aires, which shall be transferred to CONAE as administrative and technical offices;
- b) The properties that as of this date are substantially allocated by the Armed Forces and other government agencies to space activities; for this purpose the MINISTRY OF DEFENSE must provide a list within thirty days, together with the corresponding inventory, for their transfer;
- c) The actions, rights, and obligations owned by the National Space Research Commission (CNIE) in or with respect to the companies D.E.A., I.A.S.A., IFAT Corporation, Consultec, Desintec, and Consen, and with respect to any other legal entity, to be retained and exercised to the extent that their purpose is compatible with the purpose and the goals of the National Space Activities Commission (CONAE);
- d) The assets that it may acquire later in conformity with the provisions of the within decree or other laws that may be applicable to it.

Article 8:

*Art. 8. Decree N. 1.164 of 28 January 1960 is repealed, and the National Space Research Commission (CNIA) is dissolved. All elements, parts, and components of the Condor II missile, in all its versions and stages of development existing as of this date, shall be de-activated, dismantled, reconverted, and/or disabled, depending on their possibilities of use for peaceful purposes and applications, in order conclusively and definitively to effectuate complete and irreversible cancellation of the project in question, with transfer of the scientific personnel, installations, and materials involved to the new National Space Activities Commission (CONAE).

Article 9:

Art. 9. Serve, publish, send to the National Official Register Office, and File.

SIGNATORIES

MENEM – GONZALEZ – DI TELLA - CAVALLO



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Bronxville, NY 10708
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CERTIFICATE OF ACCURACY

State of New York)
Village of Bronxville : ss.:
County of Westchester)

This is to certify that the attached translation from SPANISH into ENGLISH of the document entitled/described below is a true and accurate rendition of the original Spanish document:

Decreto Nacional 995/1991

BUENOS AIRES, 28 de Mayo de 1991

John E. Considine
John E. Considine
President

Sworn to before me on this
7th day of *April* 20*11*

[signature and stamp of notary public]

Mary V. Minstrell

MARY V. MINSTRELL
Notary Public, State of New York
No. 60-4634519
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires September 30, *2014*

EXHIBIT C

DECRETO NACIONAL 995/1991
CREACION DE LA COMISION NACIONAL DE ACTIVIDADES ESPACIALES
BUENOS AIRES, 28 de Mayo de 1991
BOLETIN OFICIAL, 03 de Junio de 1991
Vigente de alcance general

EFFECTO ACTIVO
ABROGA A Decreto Nacional 1.164/60
POR ART. 8 (B.O. 91-06-03)

EFFECTO PASIVO
MODIFICADO POR Decreto Nacional 1.435/91 Art.1
MODIFICA INC. A) DEL ART 5 (B.O. 91-08-05)

MODIFICADO POR Decreto Nacional 2.239/91 Art.1
RECTIFICA ART. 8 (B.O. 91-11-04)

OBSERVADO POR Texto Ordenado Ley 11.672 Art.32
RATIFICA DECRETO (B.O. 96-07-22)

MODIFICADO POR Decreto Nacional 1.615/99 Art.15
SUSTITUYE ART. 5 (B.O. 21-12-99)

MODIFICADO POR Decreto Nacional 157/03 Art.1
INC. A) ART. 5 SUST. (B.O. 31-01-2003)

GENERALIDADES

Síntesis :

SE CREA LA COMISION NACIONAL DE ACTIVIDADES ESPACIALES. SE ESTABLECEN
SUS FUNCIONES.

NOTICIAS ACCESORIAS:

OBSERVACION: Por art. 32 de la Ley 11.672 se ratifican los
Decretos 995/91 y 1435/91.

ANTECEDENTES: ART. 5 SUSTITUIDO POR ART. 1 DEL DEC. 1662/96 (B.O. 15-1-97)

TEMA

CIENCIA Y TECNOLOGIA-COMISION NACIONAL DE ACTIVIDADES ESPACIALES:
CREACION; FUNCIONES-PLAN ESPACIAL NACIONAL

VISTO y CONSIDERANDO

Que el progreso de la ciencia y tecnología espaciales reviste gran interés para el Estado Nacional,
en razón de las múltiples derivaciones de orden público que sus aplicaciones prácticas
determinan.

Que nuestro país preserva su derecho al desarrollo tecnológico y científico con fines pacíficos.

Que es necesario aprovechar la experiencia alcanzada por nuestro país en el campo espacial.

Que la complejidad técnica de las actividades espaciales hace imprescindible una adecuada
organización y coordinación de todas las entidades nacionales, tanto privadas como públicas,
relacionadas con las mismas, evitando dispersión y superposición de esfuerzos.

Que es menester el establecimiento de una autoridad nacional que centralice, organice, administre y ejecute una política global en materia espacial.

Que la REPUBLICA ARGENTINA rechaza toda utilización militar ofensiva de las actividades espaciales, y reconoce su voluntad de trabajar en este campo con un elevado sentido de paz, responsabilidad y transparencia.

Que resulta conveniente incrementar la participación del Congreso de la Nación en la programación y contralor de la política espacial nacional.

EL PRESIDENTE DE LA NACION ARGENTINA

DECRETA:

artículo 1:

Art. 1.- Créase la COMISION NACIONAL DE ACTIVIDADES ESPACIALES (CONAE), con capacidad para actuar pública y privadamente, en los órdenes científico, técnico, industrial, comercial, administrativo y financiero, con plena autarquía administrativa y financiera, y con dependencia directa y exclusiva del Presidente de la Nación.

artículo 2:

Art. 2.- La COMISION NACIONAL DE ACTIVIDADES ESPACIALES es el único organismo del Estado Nacional competente para entender, diseñar, ejecutar, controlar, gestionar y administrar proyectos y emprendimientos en materia espacial, y posee las siguientes funciones:

a) proponer el Plan Nacional Espacial para la Utilización y Aprovechamiento de la Ciencia y Tecnología Espacial con fines pacíficos, así como su mecanismo de financiación, los cuales deben ser aprobados por el PODER EJECUTIVO NACIONAL.

b) centralizar, organizar, administrar y ejecutar el Plan Nacional Espacial.

artículo 3:

Art. 3.- Son funciones de la COMISION NACIONAL DE ACTIVIDADES ESPACIALES:

a) realizar tareas de investigación conducentes a la formación de grupos, que posean disciplinas y técnicas necesarias para el acceso a la tecnología espacial y sus aplicaciones.

b) realizar tareas de desarrollo en ingeniería de avanzada, abarcando los campos necesarios para alcanzar una adecuada tecnología espacial nacional.

c) ejecutar y coadyuvar al desarrollo integral de los proyectos espaciales nacionales.

d) asegurar la capacitación y el permanente perfeccionamiento de investigadores, profesionales, técnicos y personal idóneo, a través de cursos, becas e interacción con universidades, organismos estatales y otras instituciones del país o del exterior.

e) encauzar la transferencia de tecnología espacial para usos en agronomía, cartografía, prospección minera, meteorología, geología, medio ambiente, medicina, comunicaciones, defensa, industriales u otras áreas, a entes estatales, y especialmente, bajo licencia, al sector privado, brindando asistencia técnica para alcanzar las pautas de calidad que determine.

f) concertar convenios con otros organismos o entidades privadas del país, a fin de transferir o cooperar en el desarrollo de las actividades espaciales.

g) prestar asistencia técnica al Estado Nacional para la participación en congresos, convenciones, jornadas, reuniones y organismos internacionales dedicados a la temática espacial.

h) coordinar todas las actividades del Sistema Espacial Nacional, incluyendo todas las instituciones públicas y privadas que realicen, directa o indirectamente, actividades espaciales.

i) obtención de los recursos financieros necesarios para realizar sus actividades.

j) promover y desarrollar acuerdos de cooperación con entidades públicas y privadas de otros países, de conformidad con la política exterior de la República y con la debida intervención del MINISTERIO DE RELACIONES EXTERIORES Y CULTO.

artículo 4:

Art. 4.- Sin perjuicio de lo establecido en los artículos anteriores, la CONAE, actuando con capacidad pública y privada podrá:

- a) designar y remover el personal científico, técnico y administrativo, en forma transitoria o definitiva.
- b) dictar su reglamento interno y establecer su estructura orgánica.
- c) concertar acuerdos con entidades públicas o privadas, y celebrar los contratos necesarios para el cumplimiento de sus finalidades.
- d) realizar actos de comercio, como consecuencia de los contratos que celebre, inherentes a los fines establecidos en este decreto.
- e) realizar todos los actos jurídicos necesarios para su normal funcionamiento.
- f) proponer un régimen de control de toda transferencia al exterior de equipos y tecnología espacial y de control de armamentos, de conformidad con los criterios y parámetros de no proliferación; dicho régimen requiere la autorización previa de una comisión que se establecerá, integrada por los MINISTERIOS DE DEFENSA, ECONOMIA Y OBRAS Y SERVICIOS PUBLICOS y RELACIONES EXTERIORES Y CULTO.

artículo 5:

*Art. 5: LA COMISION NACIONAL DE ACTIVIDADES ESPACIALES (CONAE), tendrá la siguiente estructura orgánica:

- a) Un Directorio integrado por NUEVE (9) miembros, OCHO (8) de carácter político y UNO (1) de carácter ejecutivo-técnico. El Directorio estará compuesto de la siguiente forma:

De carácter político.

- Un Presidente. El cargo de Presidente será desempeñado por el Ministro de Relaciones Exteriores, Comercio Internacional y Culto.

Dicho funcionario deberá presentar al Presidente de la Nación, un informe anual de las actividades desarrolladas por el Organismo.

- Un Vicepresidente. El cargo de Vicepresidente será desempeñado por el Secretario de Relaciones Exteriores, del MINISTERIO DE RELACIONES EXTERIORES, COMERCIO INTERNACIONAL Y CULTO.

- Un representante, designado por el PODER EJECUTIVO NACIONAL, a propuesta de cada una de las siguientes áreas de la Administración Pública Nacional: MINISTERIO DE RELACIONES EXTERIORES, COMERCIO INTERNACIONAL Y CULTO.

MINISTERIO DE EDUCACION, CIENCIA Y TECNOLOGIA.

MINISTERIO DE DEFENSA.

MINISTERIO DE ECONOMIA SECRETARIA DE CIENCIA, TECNOLOGIA E INNOVACION PRODUCTIVA del MINISTERIO DE EDUCACION, CIENCIA Y TECNOLOGIA.

SECRETARIA DE COMUNICACIONES del MINISTERIO DE ECONOMIA.

Dichos funcionarios durarán CUATRO (4) años en sus funciones. Los miembros del Directorio de carácter político sólo percibirán los gastos de representación que surjan de la aplicación del Decreto N 411 del 6 de marzo de 1992.

De carácter ejecutivo-técnico - Un Profesional de Planta Permanente que será designado por los miembros del Directorio para ejercer las funciones de Director Ejecutivo y Técnico.

El Director Ejecutivo y Técnico podrá ser removido con causa fundada y mientras ejerza el cargo, recibirá la remuneración bruta total correspondiente al máximo nivel escalafonario del Organismo.

- b) Idem que el decreto 1662/96.

- c) Idem que en el decreto 1662/96.

- d) Idem que en el decreto 1662/96.

Ref. Normativas: Decreto Nacional 1.662/96

artículo 6:

Art. 6.- Son recursos de la COMISION NACIONAL DE ACTIVIDADES ESPACIALES:

- a) las partidas que se le asignen en el presupuesto de la Nación, cuya aprobación parlamentaria será gestionada a través del Poder Ejecutivo de conformidad con el siguiente procedimiento:
 - I) antes de cada ejercicio, la Comisión elevará un programa anual que contenga un análisis detallado de todos los proyectos previstos para ese período, junto con una memoria anual de sus actividades.
 - II) la solicitud de aprobación de las partidas presupuestarias se formulará con respecto a cada uno de los proyectos en particular, y al programa anual en general.
- b) los ingresos provenientes de la explotación económica y comercial de patentes, licencias, asesoramiento, prestación de servicios y cualquier otro originado en la actividad que desarrolle.
- c) los fondos que provengan o se le asignen por la aplicación de leyes especiales.
- d) los ingresos que se le adjudiquen para realizar investigaciones y estudios.
- e) las donaciones y legados.

artículo 7:

Art. 7.- El patrimonio de la COMISION NACIONAL DE ACTIVIDADES ESPACIALES estará integrado con los siguientes bienes:

- a) los inmuebles e instalaciones de la Comisión Nacional de Investigaciones Espaciales (CNIE) sitios en Avenida Dorrego 4010 de la Capital Federal, la planta industrial de Falda del Carmen en la Provincia de Córdoba y el laboratorio de Investigaciones Espaciales de San Miguel en la Provincia de Buenos Aires, que serán transferidos a la CONAE como sedes administrativa y técnica.
- b) los que a la fecha estuvieren sustancialmente afectados por las Fuerzas Armadas y otros organismos del Estado a las actividades espaciales; a tal efecto el MINISTERIO DE DEFENSA deberá realizar en el término de treinta días un relevamiento y el correspondiente inventario para su transferencia.
- c) las acciones, derechos y obligaciones de que la Comisión Nacional de Investigaciones Espaciales (CNIE) fuere titular en o con respecto a las empresas, D.E.A.; I.A.S.A.; IFAT Corporation; Consultec; Desintec; Consen; y con respecto de cualquier otro ente jurídico, a conservarse y ejercerse en la medida en que su propósito resultare compatible con el objeto y los fines de la COMISION NACIONAL DE ACTIVIDADES ESPACIALES (CONAE).
- d) los que adquiera posteriormente conforme a las disposiciones del presente decreto o de las demás leyes que le fueran aplicables

artículo 8:

*Art. 8.- Derógase el Decreto N. 1.164 del 28 de enero de 1960, y disuélvese la Comisión Nacional de Investigaciones Espaciales, (CNIA), disponiéndose que todos los elementos, partes y componentes del misil Cóndor II, en todas sus versiones y etapas de desarrollo, que existan a la fecha, serán desactivados, desmantelados, reconvertidos y/o inutilizados según sus posibilidades de uso en aplicaciones y destinos pacíficos, de manera de efectivizar en forma fehaciente y definitiva la cancelación completa e irreversible del proyecto respectivo, transfiriéndose el personal científico, instalaciones y materiales involucrados a la nueva COMISION NACIONAL DE ACTIVIDADES ESPACIALES, (CONAE).

artículo 9:

Art. 9.- Comuníquese, publíquese, dése a la Dirección Nacional del Registro Oficial y archívese.

FIRMANTES

MENEM - GONZALEZ - DI TELLA - CAVALLO

EXHIBIT D

[SPACEX NEWS](#)[MULTIMEDIA GALLERY \(/MEDIA\)](#)[LAUNCH MANIFEST](#)

LAUNCH MANIFEST

Our launch manifest is populated by a diverse customer base, including space station resupply missions, commercial satellite launch missions, and US government science and national security missions.

[FUTURE MISSIONS](#)[COMPLETED MISSIONS](#)

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FUTURE MISSIONS

YEAR*	CUSTOMER	LAUNCH	VEHICLE
2014			
2014	NASA RESUPPLY TO ISS – FLIGHT 3	CAPE CANAVERAL	DRAGON (/DRAGON) & FALCON 9 (/FALCON9)
2014			
2014	ORBCOMM	CAPE CANAVERAL	FALCON 9 (/FALCON9)
2014	FALCON HEAVY DEMO FLIGHT	VANDENBERG	FALCON HEAVY (/FALCON-HEAVY)
2014	ASIASAT	CAPE CANAVERAL	FALCON 9 (/FALCON9)
2014	ASIASAT	CAPE CANAVERAL	FALCON 9 (/FALCON9)
2014	NASA RESUPPLY TO ISS – FLIGHT 4	CAPE CANAVERAL	DRAGON (/DRAGON) & FALCON 9 (/FALCON9)
2014	ORBCOMM	CAPE CANAVERAL	FALCON 9 (/FALCON9)
2014	NASA RESUPPLY TO ISS – FLIGHT 5	CAPE CANAVERAL	DRAGON (/DRAGON) & FALCON 9 (/FALCON9)
2014	NASA RESUPPLY TO ISS – FLIGHT 6	CAPE CANAVERAL	DRAGON (/DRAGON) & FALCON 9 (/FALCON9)
2014	SPACE SYSTEMS/LORAL	CAPE CANAVERAL	FALCON 9 (/FALCON9)
2014	THALES ALENIA SPACE (TURKMENISTAN)	CAPE CANAVERAL	FALCON 9 (/FALCON9)
2014	DSCOV (USAF)	CAPE CANAVERAL	FALCON 9 (/FALCON9)
2014	CONAE (ARGENTINA)	VANDENBERG	FALCON 9 (/FALCON9)
2014	ASIA BROADCAST SATELLITE/SATMEX	CAPE CANAVERAL	FALCON 9 (/FALCON9)
2015			

2015	JASON-3 FOR NASA	VANDENBERG	<u>FALCON 9 (/FALCON9)</u>
2015	NASA RESUPPLY TO ISS – FLIGHT 7	CAPE CANAVERAL	<u>FALCON 9 (/FALCON9)</u>
2015	NSPO (TAIWAN)	VANDENBERG	<u>FALCON 9 (/FALCON9)</u>
2015	SPACECOM (ISRAEL)	CAPE CANAVERAL	<u>FALCON 9 (/FALCON9)</u>
2015	NASA RESUPPLY TO ISS – FLIGHT 8	CAPE CANAVERAL	<u>DRAGON (/DRAGON) & FALCON 9 (/FALCON9)</u>
2015	NASA RESUPPLY TO ISS – FLIGHT 9	CAPE CANAVERAL	<u>DRAGON (/DRAGON) & FALCON 9 (/FALCON9)</u>
2015	NASA RESUPPLY TO ISS – FLIGHT 10	CAPE CANAVERAL	<u>DRAGON (/DRAGON) & FALCON 9 (/FALCON9)</u>
2015	BIGELOW AEROSPACE	CAPE CANAVERAL	<u>FALCON 9 (/FALCON9)</u>
2015	SES (EUROPE)	CAPE CANAVERAL	<u>FALCON 9 (/FALCON9)</u>
2015	CONAE (ARGENTINA)	VANDENBERG	<u>FALCON 9 (/FALCON9)</u>
2015	IRIDIUM – FLIGHT 1	VANDENBERG	<u>FALCON 9 (/FALCON9)</u>
2015	IRIDIUM – FLIGHT 2	VANDENBERG	<u>FALCON 9 (/FALCON9)</u>
2015	STP-2 US AIR FORCE	CAPE CANAVERAL	<u>FALCON HEAVY (/FALCON-HEAVY)</u>
2015	ASIA BROADCAST SATELLITE/SATMEX	CAPE CANAVERAL	<u>FALCON 9 (/FALCON9)</u>
2016			
2016	NASA RESUPPLY TO ISS – FLIGHT 11	CAPE CANAVERAL	<u>DRAGON (/DRAGON) & FALCON 9 (/FALCON9)</u>
2016	NASA RESUPPLY TO ISS – FLIGHT 12	CAPE CANAVERAL	<u>DRAGON (/DRAGON) & FALCON 9 (/FALCON9)</u>
2016	IRIDIUM – FLIGHT 3	VANDENBERG	<u>FALCON 9 (/FALCON9)</u>
2016	DRAGONLAB MISSION 1	CAPE CANAVERAL	<u>DRAGON (/DRAGON) & FALCON 9 (/FALCON9)</u>
2016	IRIDIUM – FLIGHT 4	VANDENBERG	<u>FALCON 9 (/FALCON9)</u>
2016	IRIDIUM – FLIGHT 5	VANDENBERG	<u>FALCON 9 (/FALCON9)</u>

2017

2017	IRIDIUM - FLIGHT 6	VANDENBERG	<u>FALCON 9 (/FALCON9)</u>
2017	IRIDIUM - FLIGHT 7	VANDENBERG	<u>FALCON 9 (/FALCON9)</u>
2017	INTELSAT	CAPE CANAVERAL	<u>FALCON HEAVY (/FALCON-HEAVY)</u>

2018

2018	DRAGONLAB MISSION 2	CAPE CANAVERAL	<u>DRAGON (/DRAGON) & FALCON 9 (/FALCON9)</u>
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*Year indicates vehicle arrival at launch site.

COMPLETED MISSIONS

LAUNCH	CUSTOMER	LAUNCH SITE	VEHICLE
2013	THAICOM (THAILAND)	CAPE CANAVERAL	<u>FALCON 9 (/FALCON9)</u>
2013	SES (EUROPE)	CAPE CANAVERAL	<u>FALCON 9 (/FALCON9)</u>
2013	MDA CORP. (CANADA)	VANDENBERG	<u>FALCON 9 (/FALCON9)</u>
2013	NASA RESUPPLY TO ISS - FLIGHT 2	CAPE CANAVERAL	<u>DRAGON (/DRAGON) & FALCON 9 (/FALCON9)</u>
2012	NASA RESUPPLY TO ISS - FLIGHT 1	CAPE CANAVERAL	<u>DRAGON (/DRAGON) & FALCON 9 (/FALCON9)</u>
2012	NASA COTS - DEMO 2/3	CAPE CANAVERAL	<u>DRAGON (/DRAGON) & FALCON 9 (/FALCON9)</u>
2010	NASA COTS - DEMO 1	CAPE CANAVERAL	<u>DRAGON (/DRAGON) & FALCON 9 (/FALCON9)</u>
2010	FALCON 9 INAUGURAL TEST FLIGHT	CAPE CANAVERAL	<u>FALCON 9 (/FALCON9)</u>
2009	ATSB (MALAYSIA)	KWAJALEIN	FALCON 1
2008	FALCON 1 FLIGHT 4	KWAJALEIN	FALCON 1
2008	US GOVERNMENT, ATSB AND NASA	KWAJALEIN	FALCON 1

NASA			
2007	DEMOFLIGHT 2	KWAJALEIN	FALCON 1
2006	DEMOFLIGHT 1	KWAJALEIN	FALCON 1

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EXHIBIT E

October 2013

AEROSPACE

A M E R I C A

**SpaceX's
expanding
launch
manifest**

**China's growing military might
Servicing satellites in space**

A PUBLICATION OF THE AMERICAN INSTITUTE OF AERONAUTICS AND ASTRONAUTICS

AEROSPACE

A M E R I C A

October 2013

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A Falcon 9 rocket leaves the hangar at Cape Canaveral, prior to lofting a Dragon capsule toward the ISS. Read all about the Falcon's remarkable record by turning to page 12. Photo courtesy SpaceX.



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SpaceX's expanding launch manifest

IT IS HARD TO FIND ANOTHER SPACE launch services company with as diverse a customer base as Space Exploration Technologies (SpaceX), because there simply is none. No other company even comes close. Founded only a dozen years ago by Elon Musk, SpaceX has managed to win launch contracts from agencies, companies, consortiums, laboratories, and universities in the U.S., Argentina, Brazil, Canada, China, Germany, Malaysia, Mexico, Peru, Taiwan, Thailand, Turkmenistan, and the Netherlands in a relatively short period. Moreover, it has done so within four completely different markets—civil, commercial, military, and university/nonprofit.

SpaceX has used two different rocket models thus far—Falcon 1 and Falcon 9 v.1.0—and at press time was preparing for the maiden launch of its Falcon 9 v.1.1 in September. That mission is for the Canadian Space Agency and several universities in the U.S., including Cornell, Drexel, Stanford, the University of Colorado at Boulder, and Utah State.

The company is also completing development of Falcon Heavy, which may become the nation's most powerful rocket since Apollo's Saturn V when it is ready for its first launch, sometime in 2015.

So far the company has launched satellites only to LEO. However, it was planning to send its first commercial communications spacecraft, the SES-8 for SES World Skies, to geostationary orbit in September, and its second to GEO, the Thaicom 6 for Shin Satellite, aboard a Falcon 9 v.1.1 this month.

At least seven more GEO comsats are scheduled to go up on v.1.1s during the next two years, including ABS 2A and 3A for Asia Broadcast Satellite of China, Asiasat 6 and 8 for Asia Satellite Telecommunications of China, Satmex 7 and 9 for Satelites Mexicanos of Mexico, the Star One C5 for Star

One of Brazil, and the Turkmentsat 1 for the Ministry of Communications of Turkmenistan.

A new market

The move to begin launching to GEO is significant, because it opens up an entirely new and potentially lucrative market for SpaceX. It also puts the company into direct competition with commercial launch heavy hitters Arianespace of Europe with its Ariane 5ECA, U.S.-Russian joint venture International Launch Services with its Proton M, and Sea Launch of Russia with its Zenit 3SL and 3SLB.

Still, SpaceX does not seem to be giving up its LEO market. If anything, it is expanding it. Its manifest is packed with more than two dozen micro, nano, pico, and femto (under 1 kg) satellites, but it is also filled with over 100 small spacecraft, including 16 Orbcomm-NG mobile comsats for Orbcomm of Rochelle Park, New Jersey, and 70 Iridium-NEXT mobile comsats for Iridium Communications.

Most launch companies would be ecstatic with just the Iridium and Orbcomm business, or either. These programs not only contain an awful lot of satellites but are also the kind that just keep on giving, because of the need for replacement spacecraft every few years. But keep in mind that this is in *addition* to an already healthy number of GEO comsat launch orders.

Ending the myth

Perhaps the most intriguing thing about SpaceX's satellite launch activities is that they are not even its 'core' business. The company has made a name for itself not primarily for launching satellites, but rather for being the first private company to launch resupply capsules to the ISS. Before SpaceX's unmanned Dragon capsule maneuvered in LEO and successfully linked up with the ISS on May 25,

2012, the space docking feat had been performed only by governments—the U.S., Russia, and China.

The SpaceX docking debunked the myth that has prevailed since the launch of Sputnik in 1957, that space travel can be undertaken only by national governments because of the prohibitive costs and technological challenges involved.

Teal Group believes it is that mythology that has helped discourage more private investment in commercial spaceflight and the more robust growth and development of the space market. We sense this is now changing.

SpaceX has hauled supplies—food, water, equipment, and experiments—to ISS twice since the initial docking, and its next resupply mission is scheduled for January 15, 2014. It has created a new commercial space resupply service that could eventually evolve to become an industry. For now, the company is merely providing a little competition for the Russians and their Soyuz and Progress capsules, fulfilling its obligations under its commercial resupply services (CRS) contract to NASA.

Soon SpaceX will be joined by Orbital Sciences and its Cygnus capsule, which it has been developing under a commercial orbital transportation services contract to NASA. Orbital is preparing to start launching Cygnus aboard Antares rockets in December under an eight-mission CRS contract.

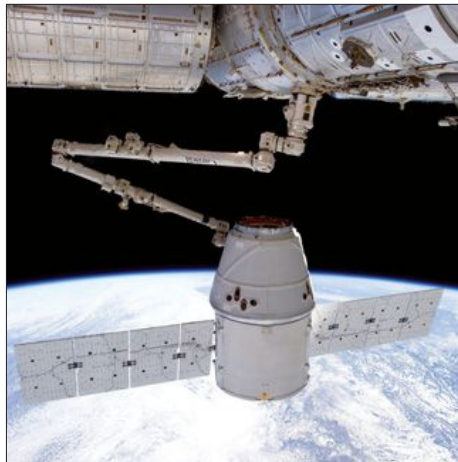
SpaceX has 10 more Dragon ISS resupply missions remaining on its CRS contract with NASA. It is proceeding with development of a human-rated capsule known as DragonRider, capable of transporting a crew of up to seven astronauts. Plans call for launching the first crewed DragonRider by 2015, although we suspect it will be closer to 2017. This work is being done under NASA's Commercial Crew Development 2 program.

SpaceX envisions eventually mating an unmanned Dragon with its Falcon Heavy and sending missions to orbit the Moon. It then hopes ultimately to launch a manned Dragon-Rider to land on the lunar surface by 2020. The company would like to send a series of relatively low-cost Red Dragon landers (based on the Dragon capsule) to Mars, launching them on Falcon Heavies. Yes, the ultimate goal is to send humans to Mars—not astronauts to plant the flag, but settlers to establish a colony.

Against all odds

It sounds like pie in the sky. But this has been heard so often when it comes to SpaceX, and consistently the company has overcome tremendous obstacles and proven the mainstream space establishment wrong. SpaceX failed on its first three launch attempts with its Falcon 1, and it simply persisted until it got it right. After the third

failure on August 2, 2008, there was strong speculation that the company would have to call it quits. Musk had deep pockets, but he could not endlessly keep financing what appeared to be a losing venture. It was thought that in six months to a year he would



SpaceX became the first private company to launch resupply capsules to the ISS, with its unmanned Dragon capsule.

either try another launch or announce that he was closing shop.

What was not expected was that SpaceX would attempt another launch within less than two months. On September 28, 2008, the company completed its first successful Falcon 1 mission, carrying the 165-kg Ratsat demonstration satellite.

In many ways, SpaceX is reminiscent of the U.S. government during the late 1950s and the early 1960s, when so many of its rockets kept blowing up, and it just kept trying until it managed to launch its astronauts to the Moon. The Russians still operate that way. Whenever one of their Proton rockets fails, they launch again within a few months. It is an aggressiveness that some in the space industry may feel is irresponsible. However, it is an attitude that is probably required if you plan to be doing things like sending humans to the Moon and Mars in timeframes of 10 years or less.



Falcon 9 was scheduled to begin launches to GEO in September.

SPACEX MANIFEST (to LEO unless noted)

Date Launched	Launcher	Customer	Country	Payload	Mass (kg)
03/24/06	Falcon 1*	Air Force Academy	U.S.	FalconSat 2	19.5
03/20/07	Falcon 1*	NASA/DARPA	U.S.	LCT2/AFSS	150
08/02/08	Falcon 1*	MDA	U.S.	Trailblazer	83.5
		NASA ARC	U.S.	Nanosail-D	4
		NASA ARC	U.S.	PREsat	4
		Space Services	U.S.	Celestis 7	1
09/28/08	Falcon 1	SpaceX	U.S.	Ratsat	165
07/14/09	Falcon 1	Astronautic Technology	Malaysia	RazakSAT	180
06/04/10	Falcon 9 v.1.0	SpaceX	U.S.	Dragon (qual)	< 4,200
08/12/10	Falcon 9 v.1.0	SpaceX	U.S.	Dragon C1	< 4,900
		Northrop Grumman/USC	U.S.	Mayflower-Caerus	5
		NRO	U.S.	QbX 1, 2	5
		Army SMDC	U.S.	SMDC-ONE 1	4
		Los Alamos National Lab	U.S.	Perseus 000 - 003	1.5
05/22/12	Falcon 9 v.1.0	SpaceX	U.S.	Dragon C2	6,650
08/10/12	Falcon 9 v.1.0	NASA	U.S.	Dragon CRS-1	6,650
		Orbcomm	U.S.	Orbcomm-NG 1	142
01/13/13	Falcon 9 v.1.0	NASA	U.S.	Dragon CRS-2	6,650
Planned					
09/13	Falcon 9 v.1.1	SES World Skies	Netherlands	SES-8**	3,200
09/13	Falcon 9 v.1.1	Canadian Space Agency	Canada	Cassiope 1***	375
		University of Colorado	U.S.	DANDE	50
		Cornell University	U.S.	CUSat 1, 2	1
		Drexel (and other univs.)	U.S.	POPACS 1	1
		Drexel (and other univs.)	U.S.	POPACS 2	1.5
		Drexel (and other univs.)	U.S.	POPACS 3	2
		Stanford University	U.S.	SNAPS	0.5
10/13	Falcon 9 v.1.1	Shin Satellite	Thailand	Thaicom 6**	3,325
11/13	Falcon 9 v.1.1	Orbcomm	U.S.	Orbcomm-NG 2 - 9	142
01/15/14	Falcon 9 v.1.1	NASA	U.S.	Dragon CRS-3	—
		University of Hawaii	U.S.	Ho'oponopono 2	3.5
		NASA Goddard	U.S.	TechCube 1	3
		Montana Space Grant Consortium	U.S.	FIREBIRD A	2
		California Inst. of Technology	U.S.	LMRSat	2
		Colorado Space Grant Consortium	U.S.	ALL-STAR/THEIA	1
		Colorado Space Grant Consortium	U.S.	Hermes 2	1
		City University of New York	U.S.	CUNYSAT 1	1
04/06/14	Falcon 9 v.1.1	NASA	U.S.	Dragon CRS-4	—
		NRL	U.S.	Spinsat	55
2014	Falcon 9 v.1.1	Asia Satellite Telecommunications	China	Asiasat 6**	3,813
2014	Falcon 9 v.1.1	Asia Satellite Telecommunications	China	Asiasat 8**	3,813
2014	Falcon 9 v.1.1	NASA	U.S.	Dragon CRS-5	—
2014	Falcon 9 v.1.1	Army SMDC	U.S.	Kestrel Eye 1	14
		NASA JPL	U.S.	IPEX	1

Otherwise, people and investors lose interest, and the costs of such programs grow out of control, thereby decreasing their odds of completion.

In spite of Musk's bold, seemingly outrageous ideas and predictions, it is getting harder and harder to bet against SpaceX. Just look at the company's launch manifest. It is impressive in terms of both length and diversity, not to mention that it was built up within a few short years. The company has not been around very long. Founded in 2002, it has been launch-

ing since only 2006. Its first successful launch did not occur until late 2008, yet it has something on the order of 30-40 flights scheduled over the next five years—depending on how payloads are configured. It certainly sounds like a serious business venture.

The only mildly weak area in SpaceX's manifest is the military side. Falcon rockets have launched only six satellites for the Dept. of Defense, including two for the NRO; one for the Air Force Academy; one for the Army Space and Missile Defense Command

(SMDC); one for DARPA; and one for the Missile Defense Agency. All of these spacecraft have been small or tiny, and none could be called critical to national security. They were all technology development satellites—the Pentagon was searching for a cheap ride to space, and SpaceX was glad to provide it.

There are only nine military satellites in the manifest. They include the DSCOVR Earth observation STP-2 ISAT technology satellites for the Air Force, the DSX technology satellite for the

Date Launched	Launcher	Customer	Country	Payload	Mass (kg)
2014	Falcon 9 v.1.1	Orbcomm	U.S.	Orbcomm-NG 10 - 18	142
2014	Falcon 9 v.1.1	Satelites Mexicanos	Mexico	Satmex 7**	5,600
		Asia Broadcast Satellite	China	ABS 3A**	1,800
10/20/14	Falcon 9 v.1.1	Ministry of Communications	Turkmenistan	Turkmentsat 1**	4,500
11/15/14	Falcon 9 v.1.1	Air Force	U.S.	DSCOV	440****
		SpaceX	U.S.	SHERPA (demo)	—
		NASA	U.S.	Sunjammer	< 50
12/05/14	Falcon 9 v.1.1	NASA	U.S.	Dragon CRS-6	—
		NASA	U.S.	SAGE III	76
12/30/14	Falcon 9 v.1.1	Star One	Brazil	Star One C5**	4,680
03/01/15		NASA	U.S.	Jason 3	553
03/03/15	Falcon 9 v.1.1	NASA	U.S.	Dragon CRS-7	—
06/01/15	Falcon 9 v.1.1	NASA	U.S.	Dragon CRS-8	—
		Bigelow Aerospace	U.S.	BEAM	1,360
2015	Falcon 9 v.1.1	Satelites Mexicanos	Mexico	Satmex 9**	5,600
		Asia Broadcast Satellite	China	ABS 2A**	1,800
2015	Falcon 9 v.1.1	CONAE	Argentina	SAOCOM 1A	900
		Astronautic Technology	Malaysia	D-Sat	< 25
		Alas Peruanas University	Peru	UAPSat	1
2015	Falcon 9 v.1.1	NASA	U.S.	Dragon CRS-9	—
			U.S.	IDA 2	—
2015	Falcon Heavy	AFRL	U.S.	DSX	600
		NRO	Taiwan	Formosat-7A – 7L	217
2015	Falcon 9 v.1.1	Iridium Satellite	U.S.	Iridium-NEXT 3 - 22	800
2015	Falcon 9 v.1.1	Air Force	U.S.	STP-2 ISAT	5,000
2015	Falcon 1e	NRL	U.S.	TacSat-1A	110
12/15	Falcon 9 v.1.1	SpaceX	U.S.	SHERPA 1	—
01/05/16	Falcon 9 v.1.1	NASA	U.S.	Dragon CRS-10	—
04/05/16	Falcon 9 v.1.1	NASA	U.S.	Dragon CRS-11	—
			U.S.	OCO 3	550
2016	Falcon 1e	GeoOptics	U.S.	Cicero 1 - 6	30
2016	Falcon 9 v.1.1	SpaceX	U.S.	DragonLab 1	—
2016	Falcon 9 v.1.1	Iridium Satellite	U.S.	Iridium-NEXT 23 - 62	800
08/08/16	Falcon 9 v.1.1	NASA	U.S.	Dragon CRS-12	—
2016	Falcon 9 v.1.1	SpaceX	U.S.	DragonLab 2	—
2016	Falcon 9 v.1.1	CONAE	Argentina	SAOCOM 1B	900
2016	Falcon 9 v.1.1	SpaceX	U.S.	SHERPA 2	—
2017	Falcon 9 v.1.1	SpaceX	U.S.	DragonRider	—
2017	Falcon 9 v.1.1	Iridium Satellite	U.S.	Iridium-NEXT 63 - 72	800
2017	Falcon 9 v.1.1	SpaceX	U.S.	SHERPA 3	—
2018	Falcon 9 v.1.1	CSA	Canada	RCM 1 - 3	1,300
2018	Falcon 9 v.1.1	Bundeswehr	Germany	SARah Aktiv 1	2,200
2018	Falcon 9 v.1.1	B612 Foundation	U.S.	Sentinel Telescope	1,500
2019	Falcon 9 v.1.1	Bundeswehr	Germany	SARah Passiv 1, 2	1,800

*Launch failure.

**GEO.

***Elliptical.

****Lagrange point 1 (L₁).

AFRL, the Kestrel Eye 1 tactical imaging satellite for the Army SMDC, three SARah radar imaging satellites for the German Armed Forces (Bundeswehr), and the Spinsat technology demonstration and TacSat-1A maritime surveillance experimental satellites for the Naval Research Laboratory.

Within a few years, though, SpaceX may be winning its share of launches under the Air Force's Evolved Expendable Launch Vehicle program, which has been the exclusive domain of United Launch Alliance, a Boeing/

Lockheed Martin joint venture, for several years. Once SpaceX's Falcon Heavy is certified by the Air Force, it is likely to be selected for at least 14 of the next 50 EELV missions contracted. The prices for Falcon 9 v.1.1 and Falcon Heavy, estimated at nearly half the price of the Atlas Vs and Delta IVs, are going to be attractive to the Air Force, which has long been seeking to reduce its launch costs dramatically—ever since the days of the \$350-million-per-mission Titan IV rocket.

Next to cargo resupply work for

NASA, Musk views competing head to head with Boeing and Lockheed Martin for EELV contracts as his top priority. Last year the Air Force awarded SpaceX two EELV-class payloads—DSCOV and STP-2 ISAT. That was the first time a company besides Boeing or Lockheed Martin was allowed into EELV. SpaceX has opened another door for itself, and one that is sure to add noticeably to its manifest.

Marco Cáceres

Teal Group

mcaceres@tealgroup.com

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Stephen V. Wilson and the assigned Magistrate Judge is Charles F. Eick.

The case number on all documents filed with the Court should read as follows:

2:14-cv-02262-SVW(Ex)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

March 25, 2014

Date

By APEDRO

Deputy Clerk

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ Western Division
312 N. Spring Street, G-8
Los Angeles, CA 90012

☐ Southern Division
411 West Fourth St., Ste 1053
Santa Ana, CA 92701

☐ Eastern Division
3470 Twelfth Street, Room 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

NML CAPITAL, LTD.,

Plaintiff(s)

v.
SPACE EXPLORATION TECHNOLOGIES CORP., aka SPACEX, a Delaware corporation; THE REPUBLIC OF ARGENTINA, a foreign state, including its Comisión Nacional de Actividades Espaciales, aka CONAE, a political subdivision of the Argentine State; and DOES 1-10

Defendant(s)

Civil Action No.

CV14-02262 - SVW (Ex)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* SPACE EXPLORATION TECHNOLOGIES CORP. aka SPACEX
1 Rocket Road
Hawthorne, California 90250

THE REPUBLIC OF ARGENTINA, a foreign state, including its
Comisión Nacional de Actividades Espaciales, aka CONAE
Buenos Aires, Argentina

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

QUINN EMANUEL URQUHART & SULLIVAN, LLP
Harold A. Barza (SB# 80888)
Bruce E. Van Dalsem (SB# 124128)
865 South Figueroa Street, 10th Floor
Los Angeles, California 90017-2543
Tel: (213) 443-3000; Fax: (213) 443-3100

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MAR 25 2014

Date: _____

CLERK OF COURT

ANDRES PEDRO

Signature of Clerk or Deputy Clerk

1202

COPY

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

COPYUNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**I. (a) PLAINTIFFS** (Check box if you are representing yourself ☐)

NML CAPITAL LTD.

DEFENDANTS (Check box if you are representing yourself ☐)

SPACE EXPLORATION TECHNOLOGIES CORP., aka SPACEX, a Delaware corporation; THE REPUBLIC OF ARGENTINA, a foreign state, including its COMISION NACIONAL DE ACTIVIDADES ESPACIALES, aka CONAE, a political subdivision of the Argentine State; and DOES 1-10

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Los Angeles

(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.Quinn Emanuel Urquhart & Sullivan, LLP
865 South Figueroa Street, 10th Floor
Los Angeles, California 90017-2543
(213) 443-3000**Attorneys (Firm Name, Address and Telephone Number)** If you are representing yourself, provide the same information.**II. BASIS OF JURISDICTION** (Place an X in one box only.)☐ 1. U.S. Government Plaintiff☒ 3. Federal Question (U.S. Government Not a Party)☐ 2. U.S. Government Defendant☐ 4. Diversity (Indicate Citizenship of Parties in Item III)**III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only**
(Place an X in one box for plaintiff and one for defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. ORIGIN (Place an X in one box only.)☒ 1. Original Proceeding☐ 2. Removed from State Court☐ 3. Remanded from Appellate Court☐ 4. Reinstated or Reopened☐ 5. Transferred from Another District (Specify)☐ 6. Multi-District Litigation**V. REQUESTED IN COMPLAINT: JURY DEMAND:** ☐ Yes ☒ No (Check "Yes" only if demanded in complaint.)**CLASS ACTION under F.R.Cv.P. 23:** ☐ Yes ☒ No☐ **MONEY DEMANDED IN COMPLAINT:** \$**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Creditor's Suit: F.R.C.P., Rule 69, Execution and Cal. C.C.P., Section 708.210. This action is to have certain property in possession of defendant, Space Exploration Technologies Corp., applied to the satisfaction of two money judgments that NML has obtained against defendant Republic of Argentina.

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	PERSONAL INJURY	PERSONAL PROPERTY	<input type="checkbox"/> 530 General	SOCIAL SECURITY
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	Other:	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	FORFEITURE/PENALTY	FEDERAL TAX SUITS
<input checked="" type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	REAL PROPERTY	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	LABOR	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 751 Family and Medical Leave Act	
		<input type="checkbox"/> 369 Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 790 Other Labor Litigation	
			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY:

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CIVIL COVER SHEET

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**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

Question A: Was this case removed from state court?	STATE CASE WAS PENDING IN THE COUNTY OF:	INITIAL DIVISION IN CACD IS:
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Los Angeles	Western
If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	Eastern

Question B: Is the United States, or one of its agencies or employees, a party to this action?	If the United States, or one of its agencies or employees, is a party, is it:		INITIAL DIVISION IN CACD IS:
	A PLAINTIFF?	A DEFENDANT?	
	Then check the box below for the county in which the majority of DEFENDANTS reside.	Then check the box below for the county in which the majority of PLAINTIFFS reside.	
If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Los Angeles	Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	Western
	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange	Southern
	<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino	Eastern
	<input type="checkbox"/> Other	<input type="checkbox"/> Other	Western

Question C: Location of plaintiffs, defendants, and claims? (Make only one selection per row)	A. Los Angeles County	B. Ventura, Santa Barbara, or San Luis Obispo Counties	C. Orange County	D. Riverside or San Bernardino Counties	E. Outside the Central District of California	F. Other
Indicate the location in which a majority of plaintiffs reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

C.1. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column C <input type="checkbox"/> only 1 answer in Column C and no answers in Column D Your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question D, below. If none applies, answer question C2 to the right. →	C.2. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column D <input type="checkbox"/> only 1 answer in Column D and no answers in Column C Your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question D, below. If none applies, go to the box below. ↓
Your case will initially be assigned to the WESTERN DIVISION. Enter "Western" in response to Question D below.	

Question D: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, or C above: →	WESTERN DIVISION

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

IX(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ NO ☐ YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ * NO ☐ YES

*Plaintiff does not believe this case is related to two prior dismissed cases, but in an abundance of caution, Plaintiff has filed

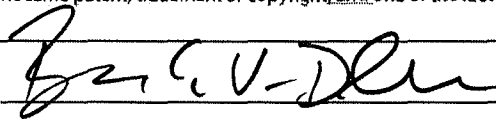
If yes, list case number(s): a notice of related case herewith identifying Case Nos. CV-11-03507-SJO (RZx) and CV-11-3970-SJO (RZx).

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply)

- ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**X. SIGNATURE OF ATTORNEY
(OR SELF-REPRESENTED LITIGANT):**



DATE: 3/25/14

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))